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3 BILL NO. S-75-11-55

4 SPECIAL ORDINANCE NO. S-266-75

5 AN ORDINANCE approving a contract with A. GROSJEAN
6 & SON for curbs and sidewalk repairs of West
7 Main Street

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. That the contract dated November 17, 1975, between the
11 City of Fort Wayne, by and through its Mayor and the Board of Public Works and
12 A. GROSJEAN & SON, for:

13 Improvement Resolution No. 5706-1975: For curb and sidewalk
14 repair on both sides of West Main Street from the east property
15 line of Growth Avenue to the west property line of Camp Allen
16 Drive and known as the Nebraska Area Curb and Sidewalk Project
17 for a total cost of \$67,498.00, of which the property owners will pay \$0.50 per square
18 foot and the balance paid by the City, all as more particularly set forth in said con-
19 tract which is on file in the Office of the Board of Public Works and is by reference
20 incorporated herein, made a part hereof and is hereby in all things ratified, con-
21 firmed and approved.

22 SECTION 2. This Ordinance shall be in full force and effect from and
23 after its passage and approval by the Mayor.

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Councilman

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35 APPROVED AS TO FORM
AND LEGALITY,


CITY ATTORNEY

Read the first time in full and on motion by Mrses., seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 11-25-75

Charles W. Winters
CITY CLERK

Read the third time in full and on motion by Mrses., seconded by Talpus, and duly adopted, placed on its passage. Passed (~~Lost~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u>0</u>	<u>1</u>		
BURNS	<u>X</u>				
HINGA	<u>X</u>				
KRAUS <u>Runtz</u>			<u>X</u>		
MOSES	<u>X</u>				
NUCKOLS	<u>X</u>				
SCHMIDT, D.	<u>X</u>				
SCHMIDT, V.	<u>X</u>				
STIER	<u>X</u>				
TALARICO	<u>X</u>				

Date: 12-10-75

Charles W. Winters
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 266-75 on the 9th day of December, 1975.

ATTEST:

(SEAL)

Charles W. Winters
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of December, 1975, at the hour of 11:00 o'clock 7 M., E.S.T.

Charles W. Winters
CITY CLERK

Approved and signed by me this 10th day of December, 1975, at the hour of 2:00 o'clock 8 M., E.S.T.

Joe A. Lott
MAYOR

Bill No. S-75-11-55

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with A. GROSJEAN & SON for curbs and sidewalk repairs
of West Main Street

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

SAMUEL F. TAYLOR
Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Nuckols

Donald J. Schmidt

W. C. Moses Jr
Samuel F. Taylor
William H Hinga

D Schmidt

1219175
DATE 12/19/75 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

62-333-10 11/7/75

BARRETT LAW
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting _____
Ratification _____

CONTRACT

This Agreement, made and entered into this 17th day of November, 1975

by and between _____

-----A. GROSJEAN & SON-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Imp. Res. No. 5706-1975: for curb and sidewalk repair on both sides of
West Main Street from the east property line of Growth Avenue to the west
property line of Camp Allen Drive and known as the Nebraska Area Curb and
Sidewalk Project

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5706-1975 ~~and at the following price per lineal foot~~

at the following prices:

Sidewalk Removal	Four dollars and no cents, per square yard	4.00
Standard Walk Replaced	One dollar and fifteen cents, per square foot	1.15
Curbface Walk Replaced	One dollar and twenty five cents, per square foot	1.25
Paraplegic Ramps Replaced	One dollar and twenty five cents, per square foot	1.25
Curb Removal	One dollar and no cents, per lineal foot	1.00
Curb Replaced	Four dollars and no cents, per lineal foot	4.00
Driveway Removal	Four dollars and no cents, per square yard	4.00

Paraplegic Ramps Replaced	One dollar and twenty five cents, per square foot	1.25
Curb Removal	One dollar and no cents, per lineal foot	1.00
Curb Replaced	Four dollars and no cents, per lineal foot	4.00
Driveway Removal	Four dollars and no cents, per square yard	4.00
Driveway Replaced	Fourteen dollars and no cents, per square yard	14.00
Common Excavation	Four dollars and no cents, per cubic yards	4.00
Top Soil for Seeding	Eight dollars and no cents, per ton	8.00
Seeding, Fertilizer and Mulch	One dollar and fifty cents, per square yard	1.50
Inlets to Be Adjusted to Grade	Seventy five dollars and no cents, per each	75.00
Water Valves to Be Adjusted	Five dollars and no cents, per each	5.00
Manholes to Be Adjusted	One hundred dollars and no cents, per each	100.00
Street Light Base Removal	One hundred dollars and no cents, per each	100.00

Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5706-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before June 15, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 17th day of November, 1975

A. GROSJEAN & SON

BY: Robert A. Grosjean

ITS: owner

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Carl E. O'Neal

Betty Lee Nault

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

NEBRASKA AREA CURB AND SIDEWALK PROJECT

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana, has adopted a program requiring property owners to repair sidewalks in specified areas, as provided in Burns Statutes 48-2709, and

WHEREAS, the City shall, at its expense, repair curbing as necessary and slurry seal pavement where needed, and

WHEREAS, this represents the continuing effort of the Board of Public Works to increase property values by maintaining basic improvements and reducing safety hazards to pedestrians, and

WHEREAS, representatives of the Board of Public Works have made detailed inspection of walks and curbs within the following geographic area known as the Nebraska Area Curb and Sidewalk Project:

Both sides of West Main Street from the east property line of Growth Avenue to the west property line of Camp Allen Drive.

NOW THEREFORE, BE IT RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that arrangements for the repair of all defective sidewalks within the aforesaid area must be made by the property owner privately within thirty (30) days from date of confirmation of this resolution or by the City of Fort Wayne through this resolution, all in accordance with details, drawings, and specifications on file in the office of the Board of Public Works of said City of Fort Wayne and such improvements are now ordered.

The cost of said improvement, if done by the City, shall be assessed upon the affected real estate abutting within the above described area at the rate of fifty cents (\$0.50) per square foot and upon the City of Fort Wayne, Indiana, for curbings, wingwalks, and alley intersections needing repair, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at the rate of six (6) per cent per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owner pays said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such monies as shall have been actually received by the City from the assessments for such improvement, or such monies as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collections of assessments and issuance of bonds therefore, shall be as provided for in said above entitled act and all amendments thereto and supplemental thereof.

ADOPTED THIS _____ day of _____, 1975.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

[Handwritten signatures: J. D. Ramsey, C. E. Mead, Betty Lou Nault]

ATTEST:

_____, Clerk

GUARANTY BOND

Know All Men by These Presents, That we-----

-----A. GROSJEAN & SON-----Contractors

as principal, and INDIANA INSURANCE COMPANY of INDIANAPOLIS, INDIANA-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIXTY SEVEN

THOUSAND FOUR HUNDRED NINETY EIGHT DOLLARS AND NO CENTS-----

-----(\$67,498.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----A. GROSJEAN & SON-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a

XXXXXXXX Pavement

XX XXXXXX Imp. Res. No. 5706-1975: for

curb and sidewalk repair on both sides of West Main Street from the east

property line of Growth Avenue to the west property line of Camp Allen Drive

and known as the Nebraska Area Curb and Sidewalk Project

-----according to certain plans and specifications, and

for a period of three (3) years

also warranting and guaranteeing the work, material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said-----

A. GROSJEAN & SON-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 17th day of November 1975

A. GROSJEAN & SON (SEAL)

BY: Robert A. Grogan (SEAL)

ITS: owner (SEAL)

Approved this-----day of-----

Board of Public Works.

INDIANA INSURANCE COMPANY, SURETY

BY Ronald E. Altevogt
Attorney-in-fact

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



LIABILITY BOND

Know All Men by These Presents, That we _____

_____A. GROSJEAN & SON_____

as principal, and INDIANA INSURANCE COMPANY of INDIANAPOLIS, INDIANA_____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIXTY SEVEN
THOUSAND FOUR HUNDRED NINETY EIGHT DOLLARS AND NO CENTS_____

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

_____(\$67,498.00)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the 17th

day of November 1975 with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 17th day of November 1975

A. GROSJEAN & SON (SEAL)

BY: Rafaela Grosjean (SEAL)

ITS: owner (SEAL)

_____ (SEAL)

Approved this _____ day of _____

R. D. Brancey

Carl E. McNeal

Betty Lee Nault

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

OCTOBER 24, 1975

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

INDIANA INSURANCE COMPANY, SURETY

Ronald E. Altevogt
BY Ronald E. Altevogt
Attorney-in-fact



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That Indiana Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, does hereby make, constitute and appoint

Ervin H. Heider or Ronald E. Altevogt

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact with full power and authority to sign, execute, seal and deliver any and all bonds and undertakings for and on its behalf as follows:

Not to exceed the sum of \$100,000.00.

and to bind the Corporation thereby as fully and to the same extent as if such bonds and undertakings were signed by the President, sealed and duly attested by the Secretary of the Corporation, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Article VII (1) of the By-laws of the Indiana Insurance Company, which reads as follows:

"ARTICLE VII (1). The President or any Vice President acting with the Secretary or any Assistant Secretary, shall have the power and authority to appoint Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory to the nature thereof, and at any time to remove any such Attorney-in-Fact and revoke the power and authority given to him. Attorneys-in-Fact when so appointed shall have power and authority, subject to the terms and limitations of the Powers of Attorney issued to them, to execute and deliver on behalf of the corporation and to attach the seal of the corporation thereto any and all bonds and undertakings, and other writings obligatory to the nature thereof, and such instrument executed by any such Attorney-in-Fact shall be as binding upon the corporation as if signed by an executive officer and sealed and attested by the Secretary or any Assistant Secretary."

IN WITNESS WHEREOF, Indiana Insurance Company has caused these presents to be signed by its Vice President, attested by its Secretary or Assistant Secretary, and its corporate seal to be hereto affixed this 28th day of February, 19 74.

INDIANA INSURANCE COMPANY

ATTEST:

J. R. Johnson
Secretary Assistant Secretary

By

J. Faust
Vice President

STATE OF INDIANA) ss.
COUNTY OF MARION)

On this 28th day of February, A. D. 1974, before me personally came J. S. Faust, to me known, who being by me duly sworn, did depose and say, that he resides in the City of Indianapolis, Indiana; that he is Vice-President of Indiana Insurance Company, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument in such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order. And said J. S. Faust

further said that he is acquainted with J. R. Johnson and knows him to be the Secretary - Assistant Secretary of said Corporation; and that he executed the above instrument.

3-20-77
My Commission Expires

Joan H. Mills
Joan H. Mills Notary Public

STATE OF INDIANA) ss.
COUNTY OF MARION)

I, J. R. Johnson, the Secretary-Assistant Secretary of Indiana Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Indiana Insurance Company, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Indianapolis, this
day of _____, A. D., 19 _____.

(Seal)



J. R. Johnson
Assistant Secretary

WAGE SCALE

CODE: S-771112
 SS-SEMI-UNITED
 S-771112
 15-INDUSTRIAL FUND
 BY-NEW YORK

The undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, **ALL CONSTRUCTION AND MAINTENANCE PROJECTS AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF OCTOBER, NOVEMBER, AND DECEMBER OF, 1975.**

Under contract with the provisions of CHAPTER 319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1975, have established a schedule as hereinafter set forth for the following trades

TABLE OF AGREEMENT

FOREST WORKER

BUILDER

ERICKLAYER

CARPENTER (BUILDING)
(HIGHWAY)

CEMENT MASON

ELECTRICIAN

ELEVATOR CONSTRUCTOR

GLAZIER

IRON WORKER

LABORER (BUILDING)
(HIGHWAY)
(SEWER)

LATHER

MILLWRIGHT & PILEDRIVER

OPERATING ENGINEER (BUILDING)
(HIGHWAY)
(SEWER)

PAINTER

PLASTERER

PLUMBER & STEAMFITTER

MOSAIC & TERRAZZO GRINDER

ROOFER

SHEETMETAL WORKER

TEAMSTER (BUILDING)
(HIGHWAY)

CLASS	RATE PER HR.	MAN	PEN	VAC	SPU	MISC
S	10.05	25	50			3if
S	10.25	20	1.00		3	
S	9.25	30	25		1	
S	8.73		65		4	2if
S	7.01	47	40		5	2if
S	8.70	40				
S	2.20	40	15+30		4	
S	8.77	44½	29	7%	2	
S	8.38	12		30	4	22+holiday
S	10.20	65	80		1	2if
S-SS US	6.25-6.65	35	35		3	
S-SS-SS	6.20-6.75	35	35		7	
S-SS-SS	6.25-7.25	35	35		7	
S	8.20		25		1	3if
S	9.08		6%		4	2if
S-SS US	7.20-9.90	40	40		5	
S-SS-US	8.95-9.10	40	40		5	
S-SS-US	7.37-7.27	40	40		5	
S	7.75-9.75	37	35		10	6misc.
S	8.40	40				
S	9.90	30	65		7	4if
S	6.65-8.85					
S	8.75		10			
S	9.80	40	35		4	13if
S-SS US	7.36-8.32	18pw	19.50pw			
S-SS-US	7.10-7.78	17.50pw	19.50pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 6 DAY OF Oct, 19 75

William H. Leonard
 REPRESENTING GOVERNOR, STATE OF INDIANA

Edwin C. Leonard Jr.
 REPRESENTING THE AWARDED AGENT.

Fred M. Rice
 REPRESENTING STATE A.F.L. & C.I.O.

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with A. Grosjean & Son in amount of
\$67,498.00 for repair of curbs and sidewalks on both sides of West Main Street
from the east property line of Growth Avenue to the west property line of Camp
Allen Drive and known as the Nebraska Area Curb and Sidewalk Project.

EFFECT OF PASSAGE Fulfillment of construction work proposed in above subject
Resolution.

EFFECT OF NON-PASSAGE Failure to fulfill construction agreement.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Property owners will be paying
.50¢ per square foot with the City paying the remaining costs.

ASSIGNED TO COMMITTEE Public Works